

OFFICE OF THE SECRETARY OF STATE
OLYMPIA, WASHINGTON

REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO. 05-15

PROJECT TITLE: Voter Registration Database County Interface

PROPOSAL DUE DATE: January 10, 2005

EXPECTED TIME PERIOD FOR CONTRACT: March 1, 2005 – December 31, 2005
(approximately 10 months)

CONSULTANT ELIGIBILITY: To be eligible, bidders must be or become licensed to do business in the State of Washington, comply with the specifications of this RFQQ, and must be willing and able to sign a contract with the State of Washington which includes standard requirements stated in this RFQQ.

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

Purpose

The Office of the Secretary of State (OSOS), hereafter called "Agency," is initiating this Request for Qualifications and Quotations (RFQQ). Proposals are being solicited from consultants interested in working as part of the Agency's Voter Registration Database technical team. Consultants will provide hands-on systems design and programming support that will enable the AGENCY to exchange voter registration data with all 39 counties in the state and ensure a synchronized, comprehensive, statewide voter registration database for the State of Washington. *NOTE: The AGENCY is not soliciting for an existing system, product or total solution.*

Background

The Help America Vote Act ("HAVA"), Public Law 107-252 passed by Congress in 2002, is federal legislation that mandates that states work to improve election administration, voter outreach and education. One of the requirements under this federal legislation (Section 303) is the requirement that each state implement a "single, uniform, official, centralized, interactive, computerized statewide voter registration list that is defined, maintained, and administered at the state level" containing the record of every individual legally registered to vote in the state. Currently, the official voter registration records are created and maintained at the county level. Each county elections office updates and separately maintains voter registration records. The state also keeps a file for use in checking petition signatures. Washington State currently has approximately 3.5 million registered voters. New registrations peak in cycles corresponding to Presidential election years; changes and updates are required continually as voters move out of state, change addresses, change names, die, are convicted of a felony, have voting rights restored, and other factors that necessitate an update to the voter registration files.

During the past eight years, the Secretary of State has worked to create a modern, centralized signature-checking system. This effort was initially driven by a desire to economize, and improve the accuracy and efficiency of the state petition signature verification process. When the state began automating the process, telephone modem access was used to link to county voter files. As the project evolved, county voter computer files were compiled, with signature images attached, in a database in Olympia.

The project gathered new functions and requirements over time, including list comparisons and address updates intended to improve the usability and quality of voter registration information. This included county-to-county list comparisons, looking for duplicate registrations and multiple voters, as well as the Department of Corrections information on felons whose voting rights have been removed.

With passage of HAVA, the state began work to establish a single, statewide voter registration database with integrated election management capabilities available for all 39 counties and the Secretary of State's Office. The project will implement a single, interactive state-wide voter registration database (VRDB) designed to interact with county election management systems and to interact in some fashion with commercial election management systems operating at the county level. Election Management Systems (EMS) are used to prepare for and conduct elections by each county election office. They include software that accomplishes ballot layout, address validity checks, precinct assignment, absentee voter lists, creation of poll books, voter registration and other election related functions. The overriding principles of this project are to meet all minimum HAVA requirements.

Currently, there are four vendors that offer EMS that are approved by Washington State to connect with this database (see Section 1.2, below). Several counties do not use any of these systems and will need to convert their EMS to one of the approved systems prior to connecting to the VRDB.

At this point the agency has established the framework for a generic data input web service module, basic database design, planned the approach for connectivity, basic network approach (see Attachments D, E, and F) and has produced a DRAFT of the functional specifications (see Attachment G). Since starting, the counties with EMS systems and their vendors have requested to have their EMS systems provide the front end connectivity; the agency has concurred with this request. The agency will have a technical team assigned to the project: VRDB Project Manager, database administrator, applications developer and network support. Additional staff members in the agency's Elections Division and Information Technology unit will participate, as appropriate, with project development.

Remaining work includes design of the interface approach with the counties and EMS vendors as well as designing the system for timely, robust periodic input mechanism into the VRDB and synchronization between the county EMS systems and the state VRDB. In addition, interfaces need to be designed with other state agency databases (Department of Licensing, Washington State Patrol and Department of Health) and data integrity and cleanup methodologies.

1.2 DELIVERABLES AND OBJECTIVES

The objective of this RFQQ is to obtain information technology staff support for development of Washington State's uniform, official, centralized, interactive voter registration database which will contain the record of every individual legally registered to vote in the state.

The deliverables for the Contractor will include the following:

1. Provide staff members to work as part of the Agency Voter Registration Database technical team, under the direction of the Agency Project Manager. The Contractor's staff will provide systems design and programming services, and serving as the senior technical lead(s).
2. Work with the approved providers of election management systems used by the counties in Washington state. Currently approved vendors are:
 - a. Diebold (DIMS)
 - b. VOTEC Corporation Election Management and Compliance System
 - c. Election Systems & Software (ES&S)
 - d. DFM Associate's Election Information Management System

In cooperation with the vendors and the Project Manager, develop the Agency side of the technical interfaces between the county EMS systems and state database to allow for:

- input of voter registration data
- synchronization of the state and county databases
- communication protocols to ensure data between county and state systems is reliably exchanged
- additional functionality as needed

NOTE: As stated above in the "Background" section, the counties with EMS systems and their vendors have requested to have their EMS systems provide the front end connectivity. Financial support to the EMS vendors for development of the front end connectivity will be separately financed (not financed under this RFQQ).

3. Provide system design and programming support that conforms to Agency standards including:
 - a. Microsoft SQL Server 2000
 - b. Microsoft Windows 2000 environment
 - c. XML 1.0
 - d. Microsoft .NET framework
4. Be available to work on site in Olympia, WA as follows:
 - a. Work on site *a minimum of* one day each week. Additional on-site time is desirable (other times, the work can be done from a remote location) and will include participation in internal agency work meetings to monitor project progress against established milestones.
 - b. Participate in VRDB policy meetings that will occur approximately every 6-8 weeks and which include state Agency staff as well as county auditors and/or other county representatives.
5. Be available for limited travel to work with vendors and county staff, as needed.
6. Work toward completion of a beta version of the VRDB by June 30, 2005
7. Work toward full functionality of the VRDB by January 1, 2006

1.3 MINIMUM QUALIFICATIONS

Consultants bidding on this proposal must be or be able to be licensed to do business in the State of Washington.

1.4 FUNDING

Funding for this project will come from the federal HAVA funds awarded to the Agency. Any contract awarded as a result of this procurement is contingent upon the continued availability of sufficient funding. The Agency also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract in order to accommodate funding limitations.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQQ is tentatively scheduled to last approximately 10 months, beginning on or about March 1, 2005 – December 31, 2005. Amendments extending the period of performance, if any, shall be at the sole discretion of the Agency.

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Agency – The Office of the Secretary of State is the Agency of the State of Washington that is issuing this RFQQ.

Consultant – Individual or company submitting a proposal in order to attain a contract with the Agency.

Contractor – Individual or company whose proposal has been accepted by the Agency and is awarded a fully executed, written contract.

EMS: Commercially marketed Election Management System. May also be referred to as a Voter Registration System.

Proposal – A formal offer submitted in response to this solicitation.

Request for Qualifications and Quotations (RFQQ) – Refers to this formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their rates and costs for same.

1.7 ADA

The Agency complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in the Agency for this procurement. All communication between the Consultant and the Agency upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Cathy Turk, Financial & Support Services Manager
Address	6330 Capitol Blvd., PO Box 40224
City, State, Zip Code	Olympia, WA 98504-0224
Phone Number	(360) 586-1116
Fax Number	(360) 586-4311
Email Address	cturk@secstate.wa.gov

Any other communication will be considered unofficial and non-binding on the Agency. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Procurement Activity:	Due By/End Date:
RFQQ advertised & posted on Agency web site	December 10, 2004
Preproposal Conference	December 22, 2004
Interested vendors submit Notice of Intent to Bid to Agency	December 27, 2004
Proposals due	January 10, 2005
Evaluate proposals	January 17, 2005
Conduct oral interviews with finalists (if needed)	January 21, 2005
Announce "Apparent Successful Contractor" and send notification via fax or email to unsuccessful proposers	January 24, 2005
Hold debriefing conferences (if requested)	February 7, 2005
Negotiate contract and file with OFM	February 14, 2005
End of filing period for contract with OFM	March 1, 2005
Begin contract work	March 1, 2005

The Agency reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled for Wednesday, December 22, 2004 at 10:30 am to 12:00 noon, local time, in Olympia, WA. The conference will be held at the Washington State Library, 6880 Capitol Blvd. (Point Plaza East, Building #1), Tumwater, WA in the second floor conference room, Room 221. All prospective Consultants should attend; however, attendance is not mandatory. Directions to the preproposal conference are included as Attachment A to this

RFQQ. Written questions may be submitted in advance to the RFQQ Coordinator. The Agency shall be bound only to written answers to questions. Any oral responses given at the preproposal conference shall be considered unofficial.

Consultants who are unable to come to the preproposal conference but who would like to participate via teleconferencing must contact the RFQQ Coordinator by no later than 5:00 PST on December 20, 2004 to obtain the call in number.

Within five business days of the preproposal conference, a copy of the questions and answers from the preproposal conference will be placed on the Agency web site, www.secstate.wa.gov/office/procurements.aspx

2.4 INFORMATION WILL BE POSTED ON THE WEB

This RFQQ will be posted on the Agency's web site (www.secstate.wa.gov/office/procurements.aspx) on or after December 10, 2004. The Agency will also post on the same web site:

1. Questions and answers from the preproposal conference
2. Any additional written questions received and the Agency's responses to those questions that the Agency deems to be relevant to the solicitation.
3. Any and all addendum or changes to the RFQQ

It is the responsibility of the Consultant to check the web site for information related to this RFQQ. The Agency will not mail the supplemental information to bidders and will not be responsible for bidder failure to be aware of clarifying information or addendum to the RFQQ.

2.5 QUESTIONS AND ANSWERS

Only written questions from consultants will be considered for an Agency response. Written questions from consultants that the Agency deems relevant to this RFQQ will be posted on the web site along with the Agency's response. Requests by Consultants for meetings or telephone discussions will not be honored. This policy, along with posting written questions and answers on the Agency web site, ensures that all consultants have access to the same information. The Agency's requirement that all questions be submitted in writing (email is acceptable and encouraged) is intended to eliminate misinterpretation or misrepresentation of a consultant's question by the RFQQ coordinator.

2.6 SUBMISSION OF PROPOSALS

Consultants are required to submit only one copy of their proposal, but the submittal must have original signatures of the vendor representative authorized to submit such a proposal. Proposal, whether mailed or hand delivered, must arrive at the Agency no later than 5:00 p.m., local time, on January 10, 2005. The Agency may make additional photocopies of the proposals for purposes of providing copies to the evaluation team.

In a joint effort to save costs, reduce waste and produce energy savings, consultants are encouraged to use double-sided printing and recyclable materials. Consultants are highly encouraged to refrain from submitting RFQQ responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposal by the RFQQ Coordinator. Consultants assume the risk for the method of

delivery chosen. The Agency assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Agency and will not be returned.

2.7 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the Agency.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Assistant Secretary of State or his delegate and the apparent successful Contractor; thereafter, all proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The Agency will consider a Consultant's request for exemption from disclosure; however, the Agency will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected propose has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.8 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, the published questions and answers, RFQQ addendum (if any), and any other pertinent information will be published on the Agency's web site at www.secstate.wa.gov/office/procurements.aspx

The Agency also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.9 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be

rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.10 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by Agency from the due date for receipt of proposals.

2.11 RESPONSIVENESS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.

The Agency also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.12 MOST FAVORABLE TERMS

The Agency reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the consultant can propose. The Agency does reserve the right to contact a consultant for clarification of its proposal.

The consultant should be prepared to accept this RFQQ for possible incorporation into a contract resulting from this RFQQ. Contract negotiations may also incorporate some or the consultant's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the Agency.

2.13 CONTRACT

The apparent successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract included as Attachment C. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. Any proposed exceptions, modifications or additions to the contract terms and conditions attached as part of Attachment C must be submitted as part of the Consultant's proposal and clearly identified, as allowed in the Certifications and Assurances section, Attachment B to this solicitation. The Agency will review requested exceptions and accept or reject the same at its sole discretion. The Agency will consider proposed exceptions as an indication that the Consultant would not, under any circumstance, accept the language in the sample contract.

2.14 COSTS TO PROPOSE

The Agency will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation or oral interview, or any other activities related to responding to this RFQQ.

2.15 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the State of Washington or the Agency to contract for services specified herein.

2.16 REJECTION OF PROPOSALS

The Agency reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.17 COMMITMENT OF FUNDS

The Assistant Secretary of State (or his designee) is the only individual who may legally commit the Agency to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.18 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFQQ, the contractor(s) will be required to provide insurance coverage as described in Attachment C, Sample Personal Service Contract.

3. PROPOSAL CONTENTS

The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Attachment B to this RFQQ).
2. Qualifications
3. Quotation

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the proposal in order for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Attachment B to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include a high level summary of the Consultant's qualifications to perform the work requested.

3.2 QUALIFICATIONS SECTION (MANDATORY/SCORED)

3.2.1 Business Information

- a. State the name of the company or organization, address, phone number, fax number, email address, legal status of entity (ownership) and year entity was established as it now substantially exists. If applying as an independent Consultant,

- rather than as a representative of a company or organization, this must be clearly stated.
- b. Consultants must clearly disclose any formal affiliation with a hardware/software manufacturer or vendor, including employment with such an entity or serving as a seller/reseller of the vendor's products. If, after Agency review of this information it is determined by the Agency that a conflict of interest exists such that the Consultant may not provide an objective approach to the work being requested, the Consultant may be disqualified from further consideration for the award of a contract.
 - c. Provide the firm's Federal Employer Tax Identification number of Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington's Department of Revenue.
 - d. Identify any Washington State employees or former Washington State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the consultant's organization. If following a review of this information, it is determined by the Agency that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
 - e. If the Consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the Agency previously or currently employed by, job title or position held and separation date.
 - f. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (1) not litigated due to inaction on the part of the Consultant, or (2) litigated and such litigation determined that the Consultant was in default.
 - g. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The Agency will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

3.2.2 Qualifications

- a. Experience (scored)
 - The Consultant should provide the following, at a minimum:
 - Describe the past experience of the Consultant. The description should clearly indicate the ability to provide the services requested in this RFQQ.
 - Describe the Consultant's demonstrated experience in, and approach to project management.
 - Describe the Consultant's experience and skills using BizTalk software or similar technology that allow for communication and exchange of data between organizations.
 - Describe the Consultant's experience in developing applications using technology tools and platforms that will serve as the foundation for the VRDB as described in Section 1.2 of this RFQQ. Describe those applications and highlight similarities to the proposed project.
 - Describe any other relevant experience that demonstrates the qualifications of the Consultant for the performance of the potential contract.
 - Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services requested. List contract reference number, contract period of

performance, and a client reference for each project including current telephone, email, fax and mailing address information. The Consultant must grant permission to the Agency to contact all references, at Agency option. Do not include current Agency staff as references. References, if utilized, will be contacted and scored for the top-scoring proposal(s) only.

- If the consultant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the Agency, the contract number and project description and/or other information available to identify the contract.

b. Staffing (scored)

- Indicate the number of staff members that the Consultant could make available to work on the project during the anticipated 10-month time frame, March 1, 2005 – December 31, 2005.
- Provide a description of the reporting structure within the Consultant's organization, including the reporting structure between the Consultant and subcontractors.
- Provide the name(s) and the resume'(s) of all staff members who would be assigned to the project, including information on each individuals' particular skills, education, experience, significant accomplishments and any other pertinent information related to this project. Be sure to address the staff member's skill and experience working within the Agency's standards described in Section 1.2 of this RFQQ.
- List any sub-consultants that would be assigned to the project and describe what services they would provide. Provide the business information requested in Section 3.2.1 for each subcontractor.
- List names, addresses, telephone numbers, fax numbers and email addresses of three business references for which work has been accomplished by the assigned staff and sub-contractors and briefly describe the type of service provided for them. The Consultant must grant permission to the AGENCY to contact the references. Do not include current Agency staff as references. References, if utilized, will be contacted and scored for the top-scoring proposal(s) only.

c. Schedule (scored)

- Describe the Consultant's ability to provide the identified staff members for the duration of the project, March 1, 2005 through December 31, 2005.
- Describe the ability, and any limitations, of the staff members to be available to work in or travel to Olympia, Washington to work with and/or meet with project team members as described in Section 1.2 of this RFQQ

d. OMWBE Certification (Optional and not scored)

- Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.3 QUOTATIONS SECTION

3.3.1 Identification of Costs (scored)

Consultants should indicate their proposed hourly rate(s) for *each* proposed staff member and subcontractor. Consultants should indicate if travel and per diem costs will be required, and should estimate those costs for each

staff member assuming the requirement to work in Olympia a minimum of one day per week for the duration of the contract. Finally, Consultants should identify any additional administrative or overhead costs, taxes or other fees for which reimbursement would be required.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ. However, Consultants are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the Agency, which will determine the ranking of the proposals.

The Agency will select and contact the top-scoring firms to schedule a date, time and location for an oral interview.

4.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the written proposal for evaluation purposes:

QUALIFICATIONS SECTION (75 POINT MAXIMUM)

Experience of the Consultant ≤45 points

- Experience relevant to the project
- Project management experience
- Experience with agency standard platform and tools

Staff qualifications ≤ 20 points

- Qualifications of proposed staff
- Qualifications of proposed sub-contractors
- Project team structure and support
- Number of qualified staff that the Consultant could make available during the project period

Schedule ≤10 points

- Availability to work within the contract period
- Availability to work in Olympia

QUOTATIONS SECTION (25 POINT MAXIMUM)

- Blended hourly rate for proposed staff/subcontractors
- Estimated travel costs
- Other fees and costs

Sub-Total for Written Proposal (100 POINTS MAXIMUM)

REFERENCES (TOP-SCORING PROPOSER(S) ONLY – 10
POINTS MAXIMUM)

GRAND TOTAL (110 POINTS MAXIMUM)

References will be contacted for the proposals(s) scoring highest on the written Qualification and Quotations sections. References will then be scored and included in the total score.

4.3 ORAL INTERVIEWS WILL BE REQUIRED

As indicated above, both written submittals and oral interviews will be utilized in selecting the winning proposal. The Agency, at its sole discretion, will select the top proposals scoring highest on the written proposal (including references) for an oral interview.

The Agency will contact the finalists to schedule a date, time and location for oral interviews. Interviews may be conducted in person or via telephone, at the sole discretion of the Agency. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The score from the oral interview will be considered independently and will determine the apparently successful proposer. Final determination of the Consultant selected for contract award will also be at the sole discretion of the Agency.

4.4 NOTIFICATION TO CONSULTANTS

Consultants whose proposals have not been selected for further negotiation or award will be notified via FAX or by email.

4.5 DEBRIEFING OF UNSUCCESSFUL CONSULTANTS

Upon request, a debriefing conference will be scheduled with an unsuccessful Consultant. The request for a debriefing conference must be received by the RFQQ Coordinator within seven (7) business days after the Notification of Unsuccessful Consultant letter is faxed/emailed to the Consultant. The debriefing must be held within three (3) business days of the request or as otherwise mutually agreed upon by the Agency and the Consultant.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed seven (7) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

1. A matter of bias, discrimination or conflict of interest on the part of the evaluator.
2. Errors in computing the score.
3. Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Agency's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Agency. The Agency director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

1. Find the protest lacking in merit and uphold the Agency's action; or
2. Find only technical or harmless errors in the Agency's acquisition process and determine the Agency to be in substantial compliance and reject the protest; or
3. Find merit in the protest and provide the Agency options which may include:
 - a. Correct the errors and re-evaluate all proposals, and/or
 - b. Reissue the solicitation document and begin a new process, or
 - c. Make other findings and determine other courses of action as appropriate.

If the Agency determines that the protest is without merit, the Agency will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFQQ ATTACHMENTS

Attachment A: Directions to preproposal conference
Attachment B: Certifications and Assurances
Attachment C: Sample Personal Service Contract Format
Attachment D: Proposed System Architecture
Attachment E: Database Structure
Attachment F: Business Flow Process
Attachment G: DRAFT Software Requirement Specifications

ATTACHMENT A
DIRECTIONS TO PREPROPOSAL CONFERENCE

If you are heading north on Interstate 5:

Use Exit 101 and turn right onto Tumwater Blvd. Turn left on Capitol Blvd. S. The Washington State Library will be on your right on the corner of Capitol Blvd. and Israel Rd. It is Building #1 of the Point Plaza East complex of office buildings at 6880 Capitol Blvd.

If you are heading south on Interstate 5:

Use Exit 101 and turn left over the freeway overpass onto Tumwater Blvd. Turn left on Capitol Blvd. S. The Washington State Library will be on your right on the corner of Capitol Blvd. and Israel Rd. It is Building #1 of the Point Plaza East complex of office buildings at 6880 Capitol Blvd.

ATTACHMENT B

CERTIFICATION AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity.
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document as required by Section 2.13 of the RFQQ.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer/Consultant

Title

Date

ATTACHMENT C

SAMPLE CONTRACT

CONTRACT FOR PERSONAL SERVICES BETWEEN THE STATE OF WASHINGTON OFFICE OF THE SECRETARY OF STATE AND

PARTIES

This Contract is made and entered into by and between the State of Washington, Office of the Secretary of State, P.O. Box 40220, Olympia, Washington 98504-0220, hereinafter referred to as the "Agency," and (Name and address of Contractor), hereinafter referred to as the "Contractor", for the express purposes set forth in the following provisions of this contract.

RECITALS

The state of Washington, acting by and through the Agency, issued a Request for Qualifications and Quotation (RFQQ) # 05-15 dated December 10, 2004 for the purpose of purchasing personal information technology services with its authority under chapter 39.29 RCW.

(Name of Contractor) submitted a timely Response to the Agency's above referenced RFQQ.

The Agency evaluated all properly submitted Responses to the above referenced RFQQ and has identified (Name of Contractor) as the apparently successful Vendor.

The Agency has determined that entering into a contract with (Name of Contractor) will meet the Agency's needs and will be in the Agency's best interest.

NOW THEREFORE, the Agency awards to (Name of Contractor) this Personal Services Contract, the terms and conditions of which shall govern the Contractor's furnishing to the Agency the services described below.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms

“Agency” shall mean the Office of the Secretary of State of the state of Washington.

“Agency Project Manager” shall mean the person designated by the Agency who is assigned as the primary contact person for the Contractor while performing work under this Contract.

“Agent” shall mean the Secretary of State, and/or the delegate authorized in writing to act on the Secretary of State's behalf.

“Contract” shall mean this document, including all Exhibits, and all amendments hereto.

“Contractor” shall mean (Name of Contractor) and shall include all employees, agents and subcontractors of the Contractor.

“Contractor Project Manager” shall mean a representative of the Contractor who is assigned as the primary contact person for the Agency whom the Agency shall work with for the duration of this Contract.

“Confidential Information” shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential information includes, but is not limited to: (1) names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, or other information identifiable to an individual that relates to any of these types of information; (2) agency source code or object code, agency security data, source code or other proprietary information owned by election management system vendors with whom the Agency does business, or other trade secrets.

“Effective Date” shall mean the first date this Contract is in full force and effect, which will be the date of the last signature of a party to this Contract.

“EMS” shall mean a commercially marketed Election Management System. May also be referred to as a Voter Registration System.

“Personal Services” or **“Services,”** shall mean professional or technical expertise provided by the Contractor to accomplish the tasks or duties set forth in this Contract.

“Price” shall mean charges, costs, rates, and/or fees charged for the Services provided under this Contract and shall be paid in United States dollars.

“Proprietary Information” shall mean information owned by the Contractor or other firms, companies or organizations that develop and/or market EMS systems to which the Contractor or firm claims a protectable interest under law. Proprietary information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“RCW” shall mean the Revised Code of Washington.

“Response” shall mean the Contractor's Response to the Agency's RFQQ.

“RFQQ” shall mean the formal Request for Qualifications and Quotation issued by the Agency, including all its amendments and modifications, in which services needed are identified and firms are invited to provide their qualifications to provide the services and their rates and costs for same.

“Specifications” shall mean the technical and other specifications set forth in the RFQQ and any additional specifications set forth in Contractor's Response.

“Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms “Subcontractor” and “Subcontractors,” means Subcontractor(s) in any tier.

“Work Product(s)” shall mean data and products produced under this contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

STATEMENT OF WORK

2. Statement of Work

The purpose of this contract is to assist the state with development of a single, comprehensive, voter registration database for the State of Washington.

The Contractor will provide services and staff and otherwise do all things necessary for or incidental to the performance or work, as set forth below:

The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below: **(Include deliverables with due dates here)**

All written reports required under this contract must be delivered to _____, the AGENCY Project Manager, in accordance with the schedule above. Any oral reports required under this contract must be presented at the location requested by the AGENCY.

CONTRACT TERM

3. Period of Performance

(a) The period of performance for the initial term of this contract will be from March 1, 2005 or date of execution, whichever is later, through December 31, 2005.

(b) This contract's term may be extended for a period of up one (1) additional year, provided that the extensions shall be at the Agency's option, and that the extension is mutually agreed upon between the Agency and the Contractor. Any extensions shall be effected by an amendment to this contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. The Agency must provide written notice of its intent to extend this contract to the Contractor not less than thirty (30) calendar days prior to the then-current Contract term's expiration and the Contractor must accept such extension prior to the then-current Contract term's expiration. The total term of this contract shall not exceed two (2) years. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing by both the Agency and the Contractor.

4. Commencement of Work

Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10)

working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

5. Survivorship

The terms of Section 14 entitled "Protection of Confidential Information" shall survive the termination of this Contract.

PRICING, INVOICE AND PAYMENT

6. Pricing

(a) The Agency shall pay an amount not to exceed \$_____ for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work.

(b) The Contractor agrees to provide services at the prices set forth below, based on the number of hours worked multiplied by the following rates:

.

No other prices, other than reimbursable expenses as identified below, shall be charged by the Contractor for implementation of the Contractor's Response.

(c) Prices may not be increased during the initial term of the Contract. Price adjustments will be taken into consideration by the Agency's Project Manager when determining whether to extend this Contract.

(d) The Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the Agency as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$_____, which amount is included in the contract total in Paragraph (a), above. Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during period of required travel. The Contractor shall receive compensation for travel expenses at current State travel reimbursement rates. To receive reimbursement, the Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

7. Invoice and Payment

(a) The Agency will pay the Contractor upon receipt of properly completed invoices, which shall be submitted to the Agency Billing Contact, Michelle Boutilier, Financial and Support Services, not more often than monthly. The invoices shall describe and document to the Agency's satisfaction a description of the number of hours worked and the work performed. The Contract number must appear on all invoices.

(b) Payment shall be considered timely if made by the Agency within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

(c) The Agency may, in its sole discretion, terminate the contract or withhold payment claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any terms or conditions of this contract.

8. Advance Payment Prohibited

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Agency.

9. Overpayments to Contractor

Contractor shall refund to Agency the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Agency may charge Contractor one percent (1%) per month on the amount due, until paid in full.

10. Taxes

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its employees shall be the sole responsibility of the Contractor.

11. Ownership/Rights in Data

- (a) The Agency and the Contractor agree that all data and work products (collectively called "Work Product") produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. and shall be owned by the Agency. The Contractor is hereby commissioned to create the Work Product. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- (b) If for any reason the Work Product would not be considered a work made for hire under applicable law, the Contractor assigns and transfers to the Agency the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- (c) The Contractor shall execute all documents and perform such other proper acts as the Agency may deem necessary to secure for the Agency the rights pursuant to this section.
- (d) The Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of the Agency. The Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

12. Access to Data

In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

13. Site Security

While on the Agency's premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.

14. Protection of Confidential Information

(a) The Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information" as defined in this Contract). The Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the Agency's express written consent or as provided by law. The Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by the Agency. The contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

(b) Vendors and consultants should be aware that this contract will require them to work with the election/voting records of many counties and that they may be exposed to or work with proprietary information of other vendors/consultants. It must be clearly understood that this information is also considered Confidential Information and that any such Confidential Information obtained by/through this contract cannot be used for any reason whatsoever.

(c) Immediately upon expiration or termination of this Contract, the Contractor shall, at the Agency's option: (i) certify to the Agency that the Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to the Agency; or (iii) take whatever other steps the Agency requires of the Contractor to protect the Confidential Information.

(d) The Contractor, including all employees or subcontractors assigned to work under this Contract, shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. The Contractor's records shall be subject to inspection, review or audit in accordance with Review of Contractor's Records.

(e) The Agency reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the Contractor through this Contract.

(f) Violation of this section by the Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

15. Certificate of Debarment and Suspension

The Certificate of Debarment and Suspension, Exhibit A must be completed and signed by the Contractor and returned as part of the signed contract.

CONTRACT MANAGEMENT

16. Contractor's Project Manager

The Contractor has appointed a Project Manager under this Contract who will provide oversight of Contractor activities conducted hereunder. The Contractor's Project Manager will be the principal point of contact for the Agency concerning the Contractor's

performance under this Contract. The Contractor shall notify the Agency's Project Manager, in writing, when there is a new Contractor Project Manager assigned to this Contract. The Contractor's Project Manager information is:

Name:

Address:

Phone:

Fax:

E-mail:

17. Agency Project Manager

The Agency has appointed a Project Manager under this Contract who will provide oversight of the activities conducted hereunder. The Agency's Project Manager will be the principal point of contact for the Contractor concerning business activities under this Contract. The Agency shall notify the Contractor's Project Manager, in writing, when there is a new Agency Project Manager assigned to this Contract. The Agency's Project Manager information is:

Name:

Address:

Phone:

Fax:

E-mail:

18. Replacement of Contractor/Subcontractor Staff

The Contractor is responsible to ensure that the same contract staff, including staff of any subcontractors, is committed and will be available until the completion of this contract. Any proposal by the Contractor for changes, replacement, or substitution of staff during the duration of this contract must be submitted to the Agency in writing. The Agency Project Manager shall have the sole discretion to accept or reject such proposal but such approval will not be unreasonably withheld. In no event shall such changes in staff take effect without the Agency Project Manager's written consent.

In the event the Contractor proposes replacement in contract staff, as a condition of accepting such changes, the Agency may require the Contractor to compensate the Agency, in the form of gratuitous services to the Agency, to offset the training and administrative costs incurred by the Agency in association with such replacement, an amount not to exceed \$250 per working day for up to 20 working days, the total amount not to exceed \$5,000 per replacement of contract staff.

19. Independent Status of Contractor

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

20. Governing Law

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. Subcontractors

The Contractor may, with prior written permission from the Agency's Project Manager, , which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties. For purposes of this Contract, the Contractor agrees that all Subcontractors shall be held to be agents of the Contractor. The Contractor shall be liable for any loss or damage to the Agency, including but not limited to personal injury, physical loss, harassment of the Agency's employee, or violations of the Patent and Copyright Indemnification, Protection of the Confidential Information, and Ownership/Rights in Data sections of this Contract occasioned by the acts or omissions of the Contractor's Subcontractors, their agents or employees. The Patent and Copyright Indemnification, Protection of Confidential Information, Ownership/Rights in Data, Publicity, and Review of Contractor's Records sections of this Contract shall apply to all Subcontractors.

22. Assignment

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

23. Publicity

The award of this Contract to the Contractor is not in any way an endorsement of the Contractor or the Contractor's Services by the Agency and shall not be so construed by the Contractor in any advertising or other publicity materials.

The Contractor agrees to submit to the Agency all advertising, sales promotion, and other publicity materials relating to this Contract and Services furnished by the Contractor wherein the Agency's name is mentioned, language is used, or Internet links are provided from which the connection of the Agency's name therewith may, in the Agency's judgment, be inferred or implied. The Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of the Agency prior to such use.

24. Review of Contractor's Records

- a. The Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to, protection and use of Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. The Contractor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.
- b. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the Agency's Contract Officer and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Contract's term, the Contractor shall provide access to these items within Thurston County. The Contractor shall be responsible for any

audit exceptions or disallowed costs incurred by the contractor or any of its Subcontractors.

- c. The Contractor shall incorporate in its subcontracts this section's records retention and review requirements.
- d. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from the Agency's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

25. Right of Inspection

The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

26. Patent and Copyright Indemnification

- a. The Contractor, at its expense, shall defend, indemnify, and save Agency harmless from and against any claims against the Agency that any Work Product supplied hereunder, or Agency's use of the Work Product within the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. The Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by the Agency provided that Agency:
 - Promptly notifies the Contractor in writing of the claim, but Agency's failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and
 - Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.
- b. If such claim has occurred, or in Contractor's opinion is likely to occur, Agency agrees to permit Contractor, at its option and expense, either to procure for Agency the right to continue using the Work Product or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Work Product is enjoined by a court and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Work Product and provide Agency a refund. In the case of Work Product, Contractor shall refund to Agency the entire amount Agency paid to Contractor for Contractor's provision of the Work Product.
- c. Contractor has no liability for any claim of infringement arising solely from:
 - Contractor's compliance with any designs, specifications or instructions of Agency
 - Modification of the Work Product by the Agency or a third party without the prior knowledge and approval of Contractor; or
 - Use of the Work Product in a way not specified by Contractor;Unless the claim arose against Contractor's Work Product independently of any of these specified actions.

27. Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting

from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

28. Insurance

The Contractor shall provide the following insurance coverage which shall be maintained in full force and effect during the term of this contract. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing services under this contract.

- Commercial General Liability Insurance, including contractual liability for both bodily injury and property damage liability with a limit of not less than \$1,000,000 each occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- Automobile Liability: In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- Employer's liability with limits of not less than \$1,000,000 each accident;
- Software errors and omissions liability covering damages arising out of negligent acts, errors, or omissions committed by the Contractor or the Contractor's employees in the performance of this contract, with a limit of liability of not less than \$2,000,000 each claim;
- The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct its insurers to give Agency 30 days advance notice of any insurance cancellation.

The Contractor shall submit to Agency within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in this section of the contract. Contractor shall submit renewal certificates as appropriate during the term of the contract.

29. Licensing Standards

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/ standards, necessary for the performance of this contract.

30. Nondiscrimination

During the performance of this Contract, the Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to : Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.* the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

31. Assurances

The Agency and Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations. These include, but is not limited to, 41 Code of Federal Regulations (CFR) Part 105, Government-wide Debarment and Suspension (Nonprocurement), which provides that an individual, corporation, unit of government or other entity that is debarred or suspended shall be excluded from Federal financial or non-financial assistance and benefits under Federal programs and activities.

32. Severability

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

33. Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the Agency.

34. Treatment of Assets

- a. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.

- (b) Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- (c) The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- (d) If any the Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
- (e) The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
- (f) All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

35. Contractor's Proprietary Information

Contractor acknowledges that Agency is subject to chapter 42.17 RCW and that this Contract shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.17 RCW, Agency shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, Agency will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Agency will release the requested information on the date specified.

DISPUTES AND REMEDIES

36. Disputes

Except as otherwise provided in this contract, when a bona fide dispute arises between the Agency and the Contractor and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issue(s);
 - state the relative positions of the parties;
 - state the Contractor's name, address, and contract number; and
 - be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 15 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

37. Attorney's Fees

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

38. Non-Exclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

CONTRACT TERMINATION

39. Termination for Cause

In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The Agency reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract.

A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

40. Termination for Convenience

Except as otherwise provided in this contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

41. Termination Procedures

Upon termination of this contract the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of

property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

- Stop work under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
- Complete performance of such part of the work as shall not have been terminated by the Agent; and
- Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

42. Termination for Non-Allocation of Funds

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation under those new funding limitations and conditions.

43. Termination for Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

44. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in the Agency's discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

45. Section Headings, Incorporated Documents and Order of Precedence

- a. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- b. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein:
 - i. Agency RFQQ 05-15 dated December 10, 2004
 - ii. Contractor's Response to RFQQ 05-15 dated ____.
 - iii. Certificate of Debarment and Suspension (Exhibit A)
- c. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:
 - i. Applicable federal and state statutes, laws, and regulations
 - ii. Sections of this Contract
 - iii. Any other provision, term, or material incorporated by reference or otherwise incorporated

46. Entire Agreement

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed a part hereof.

47. Amendments

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

CONTRACT EXECUTION

48. Authority to Bind

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by written amendment executed by both parties.

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

APPROVAL

This Contract consisting of _____ pages and _____ attachments is executed by the persons signing below who warrant that they have the authority to execute the contract.

Washington State UBI No.: _____

Federal Employer ID No./SSN: _____

Exhibit A: Certificate of Debarment and Suspension

CONTRACTOR

OFFICE OF THE SECRETARY OF STATE

_____ Authorized Signatory Title:	_____ Date
---	---------------

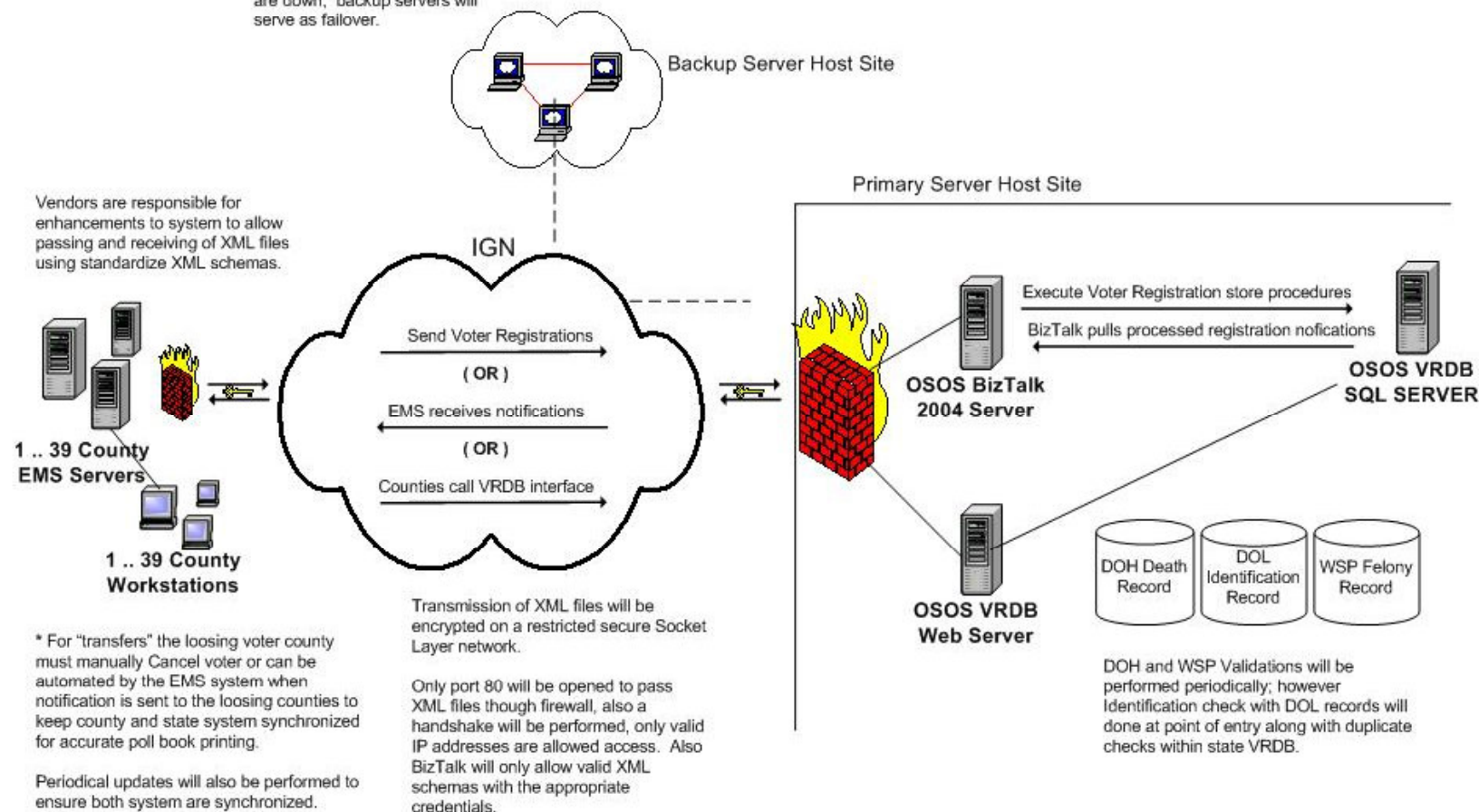
_____ Steve Excell Assistant Secretary of State	_____ Date
---	---------------

APPROVED AS TO FORM
Attorney General's Office

ATTACHMENT D: Proposed System Architecture

Statewide Voter Registration Database System Architecture

Database backups will occur nightly and transaction log backups will occur every 10 minutes. If servers at main site are down, backup servers will serve as failover.



ATTACHMENT E: Database Structure

Voter Registration Database

Last Modified: 4/27/2004

tblDuplicateHistory			
	Column Name	Condensed Type	Nullable
?	DupID	int	NOT NULL
	InternalID	int	NOT NULL
	StateVoterID	varchar(16)	NOT NULL
	CountyCode	char(2)	NOT NULL
	PrevCountyCode	char(2)	NOT NULL
	RegistrationDate	smalldatetime	NOT NULL
	LastName	varchar(50)	NOT NULL
	FirstName	varchar(50)	NOT NULL
	MiddleInitial	varchar(50)	NULL
	PrevLastName	varchar(50)	NOT NULL
	PrevFirstName	varchar(50)	NOT NULL
	PrevMiddleInitial	varchar(50)	NULL
	DuplicateCount	int	NOT NULL
	LastUpdate	smalldatetime	NOT NULL

tblErrorReturnMsg			
	Column Name	Condensed Type	Nullable
?	ExceptionCode	char(4)	NOT NULL
	ExceptionMsg	varchar(250)	NOT NULL

tblStatusCode			
	Column Name	Condensed Type	Nullable
?	StatusCode	char(1)	NOT NULL
	StatusDecription	varchar(50)	NOT NULL

tblVoterStatus			
	Column Name	Condensed Type	Nullable
?	InternalID	int	NOT NULL
	LegalAge	tinyint	NOT NULL
	Citizen	tinyint	NOT NULL
	Felony	tinyint	NOT NULL
	FelonyConvictDate	smalldatetime	NULL
	FelonyVerifiedDate	smalldatetime	NULL
	Decease	tinyint	NOT NULL
	Residency	tinyint	NOT NULL
	IDRequired	tinyint	NULL
	Military	tinyint	NOT NULL
	StatusCode	char(1)	NOT NULL
	AbsenteeType	char(1)	NOT NULL
	AbsenteeRequestDate	smalldatetime	NULL
	AbsenteeVerified	tinyint	NULL
	AbsenteeVerifiedDate	smalldatetime	NULL
	LastVoted	smalldatetime	NULL
	UserName	varchar(50)	NOT NULL
	LastModified	smalldatetime	NOT NULL

tblVoterDocumentImg			
	Column Name	Condensed Type	Nullable
	DocumentID	int	NOT NULL
	internalID	int	NOT NULL
	documentImage	image	NOT NULL
	DocumentFilename	varchar(50)	NULL
	DocumentSize	int	NULL
	DocumentScanDate	smalldatetime	NULL
	UserName	varchar(50)	NOT NULL
	LastModified	smalldatetime	NOT NULL

tblContactInfo			
	Column Name	Condensed Type	Nullable
	internalID	int	NOT NULL
	PhoneNumber	varchar(50)	NULL
	EmailAddress	varchar(100)	NULL
	MailingAddress1	varchar(100)	NULL
	MailingAddress2	varchar(100)	NULL
	MailingAddress3	varchar(100)	NULL
	MailCity	varchar(50)	NULL
	MailingState	varchar(50)	NULL
	MailingZipCode	varchar(50)	NULL
	MailingCountry	varchar(50)	NULL
	UserName	varchar(50)	NOT NULL
	LastModified	smalldatetime	NOT NULL

tblVoter			
	Column Name	Condensed Type	Nullable
	internalID	int	NOT NULL
	StateVoterID	varchar(20)	NULL
	SOSVoterID	varchar(50)	NULL
	CountyVoterID	varchar(50)	NULL
	CountyCode	char(2)	NOT NULL
	VoterTitle	varchar(5)	NULL
	NamePrefix	varchar(10)	NULL
	FirstName	varchar(50)	NOT NULL
	MiddleName	varchar(50)	NULL
	LastName	varchar(50)	NOT NULL
	NameSuffix	varchar(10)	NULL
	MaidenName	varchar(50)	NULL
	Gender	char(1)	NULL
	Birthdate	smalldatetime	NOT NULL
	SSN	varchar(9)	NULL
	SSN4	char(4)	NULL
	DriverLicenseNum	varchar(12)	NULL
	CompressLName	varchar(50)	NULL
	CompressFName	varchar(50)	NULL
	UserName	varchar(50)	NOT NULL
	LastModified	smalldatetime	NOT NULL

tblAbsenteeType				
	Column Name	Condensed Type	Nullable	
	AbsenteeType	char(1)	NOT NULL	
	AbsenteeDescription	varchar(50)	NOT NULL	

tblAliasName				
	Column Name	Condensed Type	Nullable	
	internalID	int	NOT NULL	
	AliasFirstName	varchar(50)	NULL	
	AliasMiddleInitial	char(1)	NULL	
	AliasLastName	varchar(50)	NULL	
	UserName	varchar(50)	NULL	
	LastModified	smalldatetime	NOT NULL	

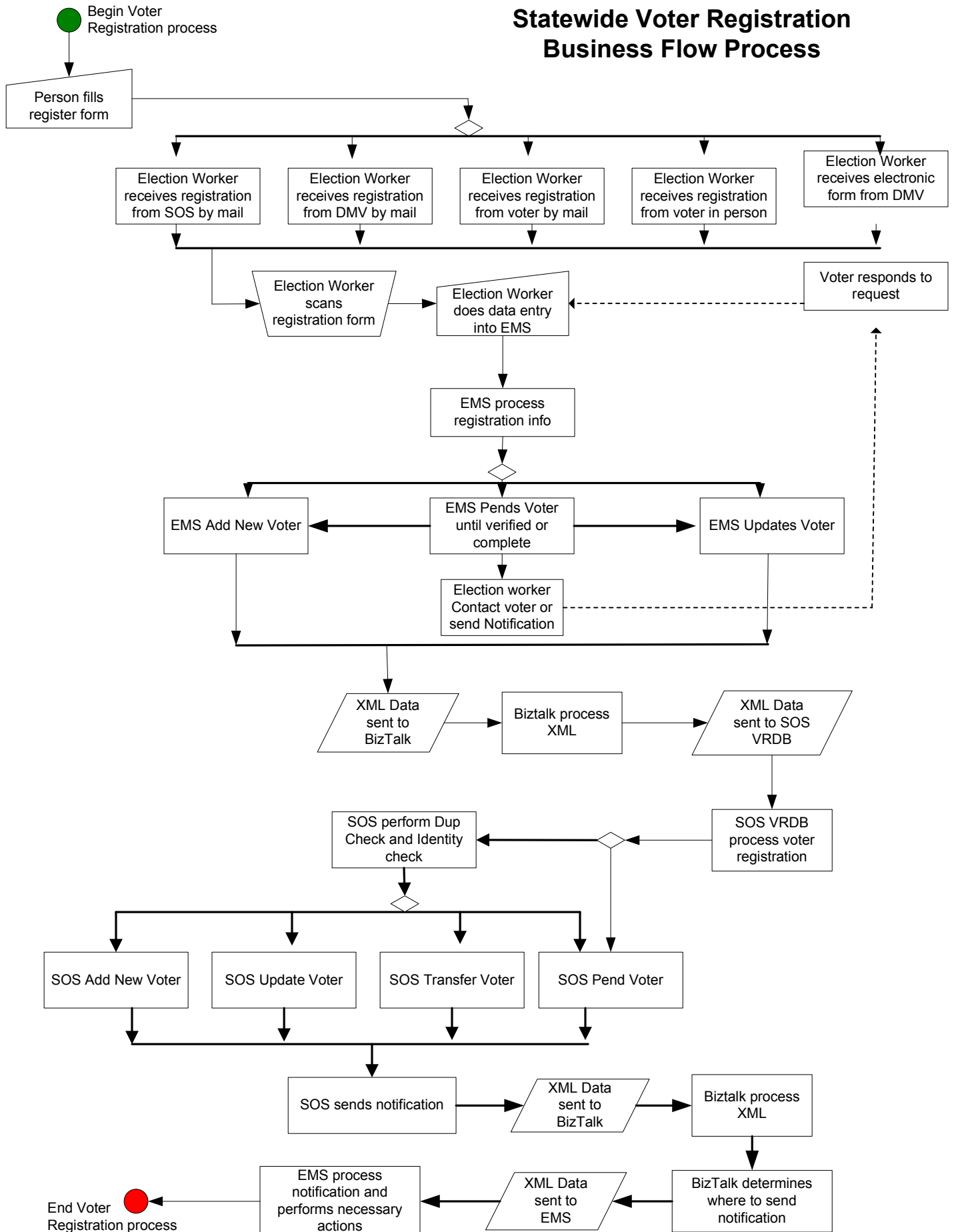
tblTransactionType				
	Column Name	Condensed Type	Nullable	
	TransactionType	char(2)	NOT NULL	
	TransactionTypeDesc	varchar(50)	NOT NULL	

tblTransactionHistory				
	Column Name	Condensed Type	Nullable	
	TransactionID	int	NOT NULL	
	internalID	int	NOT NULL	
	StateVoterID	varchar(50)	NOT NULL	
	TransactionType	char(2)	NOT NULL	
	UpdateDescription	varchar(50)	NOT NULL	
	TransactionDate	smalldatetime	NOT NULL	
	PreviousValue	varchar(250)	NULL	
	CurrentValue	varchar(250)	NULL	
	UserName	varchar(50)	NOT NULL	
	LastModified	smalldatetime	NOT NULL	

tblTransfer					
	Column Name	Data Type	Length	Allow Nulls	
	TID	int	4		
	internalID	int	4		
	TransactionType	char	2		
	PreviousCountyCode	char	2		
	PreviousDomAddress	varchar	250	✓	
	NewCountyCode	char	2		
	NewDomAddress	varchar	250	✓	
	TransferDate	smalldatetime	4		
	UserName	varchar	50		
	LastModified	smalldatetime	4		

ATTACHMENT F: Business Flow Process

Statewide Voter Registration Business Flow Process



ATTACHMENT G

State Voter Registration System (VRS) Software Requirement Specifications (SRS)

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State Voter Registration System (VRS)
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**State Voter Registration System (VRS)
Software Requirement Specifications (SRS)**

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DRAFT

1 Introduction

1.1 Purpose

This document lays out the Software Requirements Specifications for the development of Washington's state-wide Voter Registration System (VRS). Section 303 of the Help America Voter Act (HAVA) requires states to implement a "single, uniform, official, centralized, interactive, computerized statewide voter registration list that is defined, maintained and administered at the state level". The list must contain the name and registration information of every legally registered voter in the state and assign a unique identifier to each voter in the state.

1.2 Product Scope

In compliance with HAVA, Washington will establish a single statewide voter registration database with integrated election management capabilities available for all 39 counties and the Secretary of State's office. This project will implement a single, interactive state-wide voter registration database (VRDB) designed to interact with counties election management systems and to interact in some fashion with commercial election management systems (EMS) operating at the county level. The overriding principle of this project is to meet all minimum HAVA requirements. It also describes at a high level the Web Services and XML based communication system established in Washington to provide an up to date central voter registration database. The proposed design is flexible and should be able to address future HAVA requirements as they become available.

1.3 References

The system will be designed around Washington's election primary requirements and all applicable state laws.

2 Overall Description

2.1 Product Perspective

This is a new system to be developed in-house by a project team hired specifically for this project, assisted and supervised by Office of the Secretary of State (OSOS) staff. It will be a centrally administered database maintained and administered by the Office of the Secretary of State. The system will be implemented through a partnership between the counties, the County Technical Advisory Committee, approved EMS vendors and the Office of Secretary State.

The OSOS VRS will support electronic transaction processing initiated by multiple locations throughout the state. Most functions will require real-time access to voter registration records while other functions may be scheduled as batch processes. The OSOS VRS must be capable of maintaining high levels of performance consistent with variation in demands for voter registration services.

The county election office will serve as the principal center for voter registration activity. County offices will be staffed with voter registration personnel at various levels from one or two support staff to 50 or more actively maintaining voter registration records and responding to inquiry requests. Further, voter registration activity will experience peak levels prior to local, state or national elections and the book closing dates associated with these elections.

All communication between the OSOS centralized Voter Registration Database (VRDB) and county elections Election Management Systems (EMS) will be handled using XML packets stored in ASCII files and transmitted between servers using web services.

This method of communication has several advantages. First, XML is an open standard and is intended for the communication of data. The universality of XML makes it a very attractive way to communicate information between programs. Programmers can use different operating systems and programming languages and have their software communicate with each other in an interoperable manner.

Web services provide a standard means of interoperating between different software applications, running on a variety of platforms and/or frameworks. The power of Web services, in addition to the interoperability and extensibility use of XML will allow a loosely coupled environment for complex operations. Programs providing simple services can interact with each other in order to deliver sophisticated added-value services.

By using these open components for communication, OSOS can provide a reasonable bar for software vendors to hurdle in becoming compliant in the state of Washington and allow enhancements based on future HAVA and state requirements.

The counties will continue to carry out their election management functions – such as printing poll books, sending voter registration cards, mailing out absentee ballots, ballot layout, etc. – with the qualified EMS that the county has chosen. In several cases, the county will be able to keep using the system they already have.

2.2 Product Function

The Voter Registration System consists of 5 key components. County EMS, OSOS VRDB, OSOS registration web interface, message routing engine and outside state entities.

2.2.1 County EMS

The county EMS will maintain a local copy of voter registration records within their county. Also, county EMS will perform address validations, provide precincts, districts, levy codes, etc., before sending XML data to the state database. The county EMS and county election officials will also be required to handle all of the state notifications accordingly.

2.2.2 OSOS VRDB

The OSOS VRDB will maintain the statewide copy of all voter registration records. State database will serve as the repository state database and provide validation checks for all registered voter upon receiving and completing validation processes, the OSOS VRDB will return a XML notification back to all appropriate counties.

2.2.3 OSOS Web Interface

The optional OSOS web interface will provide all the necessary functions required to perform a voter registration or an update to a registration. Also the state web interface will provide various reports of state voter registration records. The state web interface will only serve as an alternative in extreme case where county EMS cannot transmit to the state; however, this action at the time will require manual operation and dual entry, since currently it is not interfaced with county EMS. Its main function currently will be to allow counties to view state voter registration records and to run state created ad hoc reports against state-wide records.

2.2.4 System Messaging and Queue Management

The state wide voter registration system will utilize high performance messaging technology for integrating disparate applications in a real time manner. This technology allows for a wide variety of applications to communicate asynchronously within a scalable and secure environment and avoids the costs of reconfiguring existing applications to maintain complex online transaction processing. Messages can be received and queued for processing by automated systems as received, and route messages to appropriate locations. EMS and OSOS VRDB will use standardized XML schema to send and receive XML messages. BizTalk 2004 messaging engine will be used to route XML messages accordingly.

2.2.5 Other State Entities

- Department of Licensing (DOL) will provide the complete current list of driver license numbers listed on their system.
- Washington State Patrol (WSP) and Department of Health (DOH) will provide at schedule times their most current listings of felons and death records.
- DOL will set up a mechanism whereby last 4 digits of SSN with registrant's name and DOB can be check against the SSA database.

2.2.6 County and OSOS Interactions

County interactions:

- Perform address precincts and districting for all voters that resides within their county.
- Prints ballots and Poll books for voter residing in the county
- Maintain voter information, status and history for voters that reside in their county
- Send all updates and new registrations for voters in their county to OSOS VRDB.
- Send confirmations to OSOS VRDB if particular transactions require it.

OSOS interactions:

- Updates or inserts any new registration into state wide VRDB system.
- At point of entry check for voter identity and duplicates
- Perform periodical checks on felony and decease status
- Sends appropriate notifications to counties for every transaction
- Maintains voter information, status, history and all transactions
- Provide a state generated voter identification number

2.2.7 Additional Assumptions and Dependencies

- County EMS and OSOS voter registration interface will provide a means to scan and embed into XML messages all documents related to voter registration to be transmitted and stored in voter registration database
- The VRS will support an XML interchange of data.
- Signature image clippings will be embedded within the voter registration XML registration ASCII message. TIFF image will be base64 encoded when sent within the XML file. Base64 encoding will be used to store image data within the XML message.

- The state wide VRS must also track its operations with a unique transaction number. This number will be sent in the XML message and will be included in any registration, notifications or confirmation XML message. Both systems must have enough information associated with a transaction to be able to reproduce the XML in the case that the XML message needs to be resent or retrieved. In addition, it must be able to handle the same transaction arriving twice, and do the appropriate thing in all instances. *The format of generated transaction identification number is to be determined.*
- Synchronization with state database and county EMS will be done regularly based upon state's checksum. Also periodically a batch dump of databases will be done to ensure both county and state voter registration records in databases matches.
- Under HAVA requirements the state VRDB will be the official state database of Voter Registration records.
- EMS or Election officials will provide for notices to be sent to registrants where the information they provided is either incomplete or invalid so that their registration can be completed.
- The OSOS VRDB will serve only as a repository and perform validations for all voter registration records in the state while county EMS performs all other tasks.
- The system in conjunction with county election officials will ensure that names and registration information of every validly registered voter appear on the state's computerized list and will ensure that only voters validly registered on the state list will have their ballots counted.
- The system will allow any election official in the state to obtain information contained in the computerized list and update the registration information related to voters residing in their jurisdiction.
- The system will allow voter registration information obtained by any election official to be entered into the state computerized list on an expedited basis. Duplicate voter records and verification of driver license numbers or social security numbers will be identified on an expedited basis as well.
- This system will interact with the Department of Licensing to authenticate the driver license number or Social Security number (SSN) provided by each new registrant. The system will coordinate with the Washington State Patrol (WSP) and Department of Health (DOH) to ensure that felons and deceased are removed from the state voter registration list in a timely manner.
- The system will identify registrants who are moving their registration from one county to another county in Washington. Voting history and other information from previous registrations will continue to be linked to the updated registration record.
- The state system will assign a unique voter identifier number for each registered voter.

- The state system will track and report changes made to voter records, as well as voting history for each voter.
- The system will verify voter status to differentiate between active, inactive, canceled/suspended, and pending.
- The system will track statistical data about voter registration activity at the state, county and precinct level including statistics required by the National Voting Rights Act of 1993.
- Be protected by adequate technology security measures to prevent unauthorized access.

2.3 Operating Environment

The counties will be using one of the state approved EMS that will be either SQL Server 2000 based or Oracle 9i as the backend. The OSOS VRDB will be SQL Server 2000. Also it is recommended that the counties use Microsoft Explorer 6.0+ as the client side browser to access OSOS optional interface. Both County EMS and state VRDB must allow XML capabilities. Both systems must be able to store TIFF images within system.

The Office of Secretary State production and failover Web, SQL 2000 and BizTalk 2004 servers will be Windows 2000. All servers will be current with all security patches and locked down to prevent security vulnerabilities.

2.4 Design and Implementation Constraints

The county must choose from the 4 state approved EMS to interact with the state system. Each of the EMS must *currently* meet the memorandum of understanding (MOU) provided by the OSOS. The EMS must be able to:

- Accept a state generated voter identification number,
- Must be able to scan images and store images in TIFF format within the EMS itself,
- Must use one of industry standardized database SQL Server 2000 or Oracle,
- The EMS must be able to handle XML.
- Provide support for any HAVA related enhancements

The state VRDB system will be implemented using Microsoft tools and technologies. SQL Server 2000, BizTalk 2004 and Window 2000 server will be the platform. The OSOS interface will be programmed using VB.Net and C#.Net will be used for BizTalk 2004.

2.5 Standard Data Interchange Formats

XML and web services will be used to transfer data to and from county systems using a secure encrypted method though the Inter Government Network (IGN).

ASCII flat text files will be use to transfer data from WSP and DOL to the VRDB.

Counties will use optional OSOS web interface to access OSOS VRDB Interface to perform voter registrations or to run reports against statewide VRDB.

2.6 VRDB System Architecture

The VRDB statewide system will include an EMS for each of the 39 counties and a statewide database which serves as a repository for all registered voter for the state of Washington. Also an optional OSOS web interface will allow counties to send new voter registrants or registrant's updates to the state system. Once a registration is completed at the county level, the XML messages containing the registration information is sent via the Inter-Government Network (IGN) to a middle tier message routing mechanism BizTalk 2004.

BizTalk 2004 implementation & architecture to be determined once further requirements are available.

The sent registration will either be an update or a new registration type. BizTalk will route the message to OSOS VRDB. The state VRDB will perform appropriate actions based on the message received and a notification will be sent back to the counties to perform the appropriate actions. A confirmation XML message may be required to send to OSOS VRDB based on notification. BizTalk 2004 will route the notification message back to the correct counties. An optional OSOS web interface will allow counties to input registration information into the state VRDB.

In addition but not restricted to only mentioned transaction types that may occur will be voting history and acknowledgements of notifications. *(to be determined)*

3 Interface Requirements

3.1 Hardware Interfaces

- County desktop scanners/feeders
- County PCs
- County LAN
- County printers
- OSOS high capacity scanner – Kofax VRS (Virtual Rescan) – minimum 8-bit grayscale – ISIS or Twain
- OSOS PCs
- OSOS Servers
- OSOS LAN
- VRS ISP/WAN

3.2 Software Interfaces

- Commercial EMS systems using XML supported by vendor.
- EMS systems will be using either SQL Server 2000 or Oracle 9i.
- Commercial image processing and document management software
- Message processing and routing using BizTalk 2004
- OSOS VRDB using SQL Server 2000
- OSOS Web Interface using ASP.Net and VB.Net

3.3 Communication Interfaces

- TCP/IP.
- E-mail=Microsoft Exchange
- Scanners connected to PC using parallel or USB ports.
- Web browser = Microsoft Explorer 6.0+
- SQL and File adaptors for BizTalk 2004

4 System Requirements

4.1 Data Cleansing and Migration

Each of the counties will perform an initial data cleansing within their EMS before sending the voter registration data to the state system. Once the initial data cleansing has been done at the county level, the OSOS will do an additional data cleansing and any transformation that need to take place for each county. The OSOS will then take the next county and perform the same actions and combine the data with the previous county's data. This process is repeated until all 39 counties have been successfully migrated into the state VRDB system to insure the data is accurate as possible. Any records that are found to contain errors or if duplicates are found, the records are still maintained in the system until validated by the counties. This process should be done in a reasonable time frame since all county systems will be locked not allowing any new or updates to the data to ensure that the state VRDB is synchronized with all 39 counties.

4.2 Disaster Recovery and Business Continuation

The integrity and reliance of the state wide voter registration system is necessary for effective election administration. Any delays in processing voting registrations prior to establish cutoff dates will have serious consequences for those wishing to vote and for the jurisdictions conducting the election. It is, therefore, essential that Washington voter registration system function smoothly and continuously with 24x7 availability.

Likewise, the interfaces and data feeds that support processing of voter registration records must be of equal reliability and responsiveness.

To ensure this, there will be failover servers located at different locations, these server will be ready to be brought online within minutes of failure of main servers.

4.3 Security

- The system will provide adequate technological security measures to prevent unauthorized access to the system and the computerized voter list.
- All users must input a unique username and password in order to access the system.
- Only users with operator code or above may make changes to registration records in their county.
- Data will be encrypted when it is transmitted via the internet. Minimum = Secure Socket Layer (SSL) using 128 bit cipher.
- Birthdates and signature images are protected from public disclosure
- Only execute rights granted to store procedures within VRDB all other denied.

- User authentication
- Transaction logging
- Transaction reporting
- Secure client
- Server firewalls
- Intrusion detection and reporting
- Documented policies
- Physical security and role-based security at all levels

A multi-tiered system providing separate environments for development, user testing and production will be in placed.

The system must have the capability to prevent and log unauthorized attempts to penetrate the system and unauthorized procedures by authorized users.

All connections between systems components including desktop workstation must be on a secured network and have encryption of data.

4.4 Network Design and Standards

The Washington Voter Registration System will include configuration and management plans. The detailed specification should include:

- Overall system network diagram
- Network diagram for each interface
- Network components
- Capacity requirements
- Estimated response times
- Network maintenance plans

4.5 Performance Requirements

4.5.1 Concurrent Users:

- 300 users from 39 county offices + the Secretary of State office

4.5.2 Response Times:

- Identifying duplicate voter in the state system at point of entry
- Identifying voter identity in the state system at point of entry with DOL record.
- Sending Notification back to counties within a reasonable time.

- Able to complete adding or updating a single new registration for applicant to the state system in reasonable time and allow counties to continue to add or update additional registrations without having to wait for previous process to complete.

4.6 Validations and Verifications of Voter Registration Information

HAVA requires that Washington VRS must perform verifications of all registering voters to ensure voter registration status and information is valid.

- The system must ensure that all required information from voter registration form is collected and store in database.
- The residential address will be verified at the county level and will assign precincts, districts, levy codes and etc.
- Voter's Driver license and/or last 4 digit of SSN, signature and voter information will be transmitted to state VRS for verification.
- System will ensure that voter is not registered in more then one location
- System will perform verifications on voter status.

4.7 Verification of Driver's License and Social Security Information

HAVA directs the state Department of Licensing be use to verify the accuracy of the information provided on applications for voter registration. In addition, the Department of Licensing must provide with U.S. Social Security a means to verify voter information with last 4 digits of SSN.

The VRS will do a comparison of voter registration information with the information contained in the state voter registration database. Where a driver's license number is not provided as part of the voter registration, voter registration record will be compared with last 4 SSN for possible match and complete the voter registration.

4.8 WSP Verification of Voter Felony Status

Anyone that is convicted of a felony and has not had their rights restored shall be ineligible to vote. In order to check for felony status on a voter, the state VRDB system will do a reference check with Washington State Patrol felony records. Voter records will be checked periodically at schedules time to ensure that convicted felon are flagged and set to an inactive status.

Counties can run OSOS reports on voter status and batch process will also be sent to county identifying potential voters with felony status. The county election administration officials will be responsible for monitoring reports and take appropriate actions updating voter status. However, if election administration

officials determine it to be invalid, the VRS should provide a mechanism for preventing future comparison of the same data from generating additional notices.

4.9 DOH Verification of Voter Death Status

In order to check for decease status on a voter, the state VRDB system will do a reference check with Department of Health for decease records. Voter records will be checked periodically at schedule times to ensure that a deceased person is flag and set to cancel in the state VRDB system.

Counties can run OSOS reports on voter status and batch process will also be sent to county identifying potential voters with death status. The county election administration officials will be responsible for monitoring reports and take appropriate actions updating voter status. However, if election administration officials determine it to be invalid, the VRS should provide a mechanism for preventing future comparison of the same data from generating additional notices.

4.10 Lookup of Voter Registration

The voter registration system will provide a web interface to the state VRDB to query voter information based on the following primary criteria:

- Voter ID number;
- Driver's license number;
- Social security number;
- Last name;
- Birth date

Secondary criteria may be supplied to limit the search results and should include:

- First name or partial first name
- Middle name or partial middle name
- Parsed address fields
- Gender
- Registration Status

A progressive search methodology shall be provided that will enable users to methodically refine search criteria where primary methods fail to locate voter registration records starting by finding any exact matches on fields to soundex matches on field(s).

4.10.1 System Reports

The state wide database system will be capable of providing a variety of reports detailing activity, status and current view of voter registration, voter history. Such reports are listed but not limited to:

- Active Voters
- Inactive Voters
- Pending Voters
- Voter Status (felony, deceased, cancelled)
- Registrants detail report
- Under 18 pending voter
- NVRA status reports
- Transaction logs
- Voting Method

4.11 Changes to Residential Address

Changes to a voter's residential address can have a multitude of effects on voting eligibility. A change in address resulting in a change of residence from one county to another would result in an update to the voter registration record. All prior data related to the voter will be preserved by VRDB and available for access from counties. The voter ID number would remain the same with all voting history and contact history associated with voter.

4.12 New Voter Registration

A XML package of transaction type *NEW* is sent to the state VRDB if the voter is not found in the County EMS. The state VRDB will do an additional check to make sure that the voter is not found in the state VRDB. If the registration is of a new type and the voter is not found in the state system then a unique state identification will be assigned to the voter. And a new transaction log is created for that voter in the state system. Once the state system inserts the new registration the state system will send a notification the county notifying the county the insert has been successfully inserted into the state VRDB. The state system will set the voter to an active status if all minimum requirements are met.

Refer to the business flow diagram for adding a new voter registration.

The county EMS will be responsible for precincting any new voter registration.

4.13 Updating Voter Registration

A XML package of transaction type *Update* is sent to the state VRDB if the voter is already present in the county EMS or if the state VRDB performs a search and determines that the voter is already register in Washington state. If a state search

finds that the voter already exist in the state system, the state VRDB will send a notification to the gaining and loosing counties to take appropriate actions to synchronized all systems.

Refer to the business flow diagram for adding an update voter registration.

The county EMS will be responsible for re-precincting any new voter registration.

4.14 Voter Transaction and History Management

The state wide voter registration system will maintain voter history and all transactions that occurred for audit purposes. It will associate a time, date, whom requested the transaction and the type of transaction that occurred.

4.15 Resolving Duplicate Voter Registration

Part of the charter of HAVA is the statewide detection and elimination of duplicate registrations. To this end, the state's central voter database will identify potential duplicate registrations based on the following criteria:

Type of Match	Criteria Checked
Exact Match	First Name, Middle Initial, Last Name, Birthday and (Driver License Number or SSN4)
Exact Match	State Voter ID, First Name, Last Name, Birthday
Potential Match	State Voter ID
Potential Match	SSN
Potential Match	Driver License Number
Potential Match	First name, last name, birthday

4.15.1 Scenario 1:

New registration with possible duplicate found in state VRDB, same county

When a "NEW" voter registration XML package is sent to OSOS from a county, if OSOS VRDB determines that there are possible matches and the voter is of the same county, voter is placed in a pending status with a pending description associated with the voter within the state system and a notification is sent back to the sending county notifying that possible matches have been detected.

Once OSOS notifies the county of a potential duplicate(s) the county should begin the process of determining if the voter is an actual duplicate or not a duplicate. This process needs to be performed in an expeditious manner. The SOS will be monitoring how long counties are taking to resolve duplicates and notifying them of slow resolutions.

The county EMS and county election officials will perform appropriate tasks to verify and synchronize with state database. County will return to OSOS VRDB confirming the registration is either an update or registration is in fact a new registration. OSOS VRDB will then notify county that the system has committed to the update or new insert.

4.15.2 Scenario 2:

New registration with possible duplicate found in state VRDB, different county

When a “NEW” voter registration XML package is sent to OSOS from a county, if OSOS VRDB determines that there are possible matches and the voter is of a different county, voter is placed in a pending status with a pending description within the state system and a notification is sent back to the sending county notifying that a possible match has been found.

Once OSOS notifies the county of a potential duplicate the county should begin the process of determining if the voter is an actual duplicate or not a duplicate. This process needs to be performed in an expeditious manner. The SOS will be monitoring how long counties are taking to resolve duplicates and notifying them of slow resolutions.

The county EMS and county election officials will perform appropriate task to verify and synchronize with state database. County will return to OSOS VRDB confirming the registration is either an update or registration is in fact a new registration.

Depending on county returned response, the OSOS VRDB will either add the registration as a new voter or perform a transfer and OSOS VRDB will then notify county that the system has committed to the update and county that originally held the voter will be notified that registered voter has transfer to different county. Loosing county will need to take appropriate actions to synchronize with state system. If the registration is not a match then system will notify and add the registration as a new voter.

4.15.3 Scenario 3:

New registration with actual duplicate

If a voter matches on all of the identification criteria specified in the above table they are considered to be the same voter. In this case the OSOS will send a notification that an actual duplicate was found. The system will perform either a transfer or update to the registered voter and notification sent to all affected counties.

4.15.4 Scenario 4:

New registration with no duplication found

In the event that a potential duplicate notification is determined to **NOT** be an actual duplicate, the OSOS VRDB system will perform the new insert for the registration and notify the county that the insert of new voter in state VRDB occurred.

4.15.5 Duplicating with Removed, Ineligible or Dead Voters

Because HAVA requires that voter's state ids be persistent (even if they move out of state and then come back) the OSOS system must track voter ids until the person is confirmed dead for a certain period of time. Because of this requirement a county might from time to time receive a duplicate notice for a voter who is not ACTIVE.

OSOS notifies the county of a duplicate the county should begin the process of determining if the voter needs to be updated. This process needs to be performed in an expeditious manner. The OSOS will be monitoring how long counties are taking to resolve duplicates and notifying them of slow resolutions. The county EMS and county election officials will perform appropriate task to verify and synchronize with state database

4.15.6 Within County Duplicates on Initial Load

When loading initial data it is possible, if there are duplicates within the county, that each of those voters will receive two duplicate transactions, one from the first voter's initial transaction and one from the second voter's initial transaction. This only happens during initialization and only one of the duplicates needs to be resolved.

4.16 Synchronizing EMS with OSOS VRDB

On periodical bases the counties will send update to the state VRDB to synchronize any re-precincting and districting, voting history and registration status to ensure that both systems are kept synchronized.

4.17 Returning a Notification

The state system will send appropriate notification base on the type of transaction that occurred to the necessary counties that need to be notified. The types of notifications will consist of:

- Successful Updates
- Successful New inserts
- Transfers
- Duplicates found
- Error messages – *to be determined*
- Needs additional validating –*to be determine and will require counties to send response back in timely manner*

See attached Notification XML Schemas example. Notification schema will be refined as further requirements are gathered.

4.18 EMS Transaction Types

There will be different types of transaction types that can occur within the state VRDB system.

- Update a voter registration

- Add a new voter registration
- Transfer a registration to a different county
- Cancel a voter registration

See attached Voter Registration XML Schemas example. Registration schema will be refined as further requirements are gathered.

4.19 EMS Database Services

The county EMS will continue to perform and maintain all other functions outside of voter registration. County EMS will be required to send Voter Registration XML packages to OSOS VRDB for new registrations and registration updates. In addition county EMS will also be required to provide to the state updates to voter history and status.

Any other services are to be determined.

4.20 OSOS Database Services

The statewide VRDB system will be a central repository database that other OSOS systems will use to validate and perform verifications against relating to voter registration. The OSOS VRDB will also serve as a central repository of all voters in state of Washington which counties may run reports against.

The state database will also check for any duplicates and also check felony and deceased status. In addition the state system will also generate and assign unique state voter identification for all new registration.

The state system will contain history of all voter transactions which is one of HAVA requirements.

Any other services are to be determined.

4.21 Voter Registration Business Flow Process

4.21.1 Different ways registration is received

- **Person walks into county election site to register to vote.**
Person completes the voter registration form and gives it to an election staff to enter into election management system.
- **Registration form gets mailed to OSOS.**
Person completes the registration form and sends it to OSOS and OSOS staff sorts out by county and sends the registration to appropriate county to enter into EMS system.

- **Registration form is electronically sent to county from OSOS.**
Person completes the registration form and it get sent to OSOS, OSOS staff will scan the registration form and send the registration information to the county to be inputted into the EMS.
- **Registration form gets mailed to county office.**
Person completes the registration form and mails the form to the voter's county site, the county election staff will enter into the election management system.
- **Registration form is mailed to county from DMV.**
The registration is sent from DMV to county. The county election staff enters the registration information into the election management system.
- **Registration form is electronically sent to County from DMV.**
The registration is sent in an electronic form to the county. The county election staff will transfer the registration information into their election management system.
- **Registration form is sent from one county to another county.**
The registration form is sent to the appropriate county when a the registration is sent to a county that the voter does not belong to.

4.21.2 Various actions when EMS process registration

- **Registration is new.**
The registration is complete, valid and person is not found in the system then the person is considered a new registered voter.
- **Registration is an update.**
The registration is complete, valid but the person is found in the system then the person is considered an update if any information is different.
- **Registration is incomplete.**
The registration form has missing information, the EMS cannot proceed without required information. Need to notify the register and gather the necessary information.
- **Registration cannot be validated.**
The address provided by the registrant cannot be precinct.

4.21.3 Various actions when OSOS VRDB receives registration

- **Voter is new.**
The registration is not found in the system. The voter is inserted into system as a new voter and a unique state id is assigned to the voter. Transaction logs updated and notification sent back to County with new voter added to VRDB
- **Voter is an update.**
A duplicate is found and the registration is of the same county. The system updates the registration information. Transaction logs updated and notification sent back to county with update voter to VRDB.
- **Voter is a transfer.**
The registration is a transfer. The system updates the registration information. Transaction logs updated and notification is sent back to county with a transfer and a notification sent to previous county that voter no longer resides within that county.

4.21.4 Various actions when EMS receives notification.

- **New Notification.**
A notification is received from state system with a successful new insert into state system. A unique state id is returned with the notification. EMS must associate the id number with registration.
- **Update Notification.**
A notification is received from state system with an update to the voter within state system.
- **Transferred Notification.**
A notification is sent to both the losing and gaining counties that voter information has been updated and losing county needs to cancel the registered voter and gaining county will be notified that an update has occurred.

4.22 Document Handling and Image Processing

Counties will be required to send Voter registration scanned images / Signatures to OSOS VRDB. The images are to be scanned and saved in a TIFF format. The images will be saved within the EMS and OSOS VRDB.

Additional information regarding document handling and image processing are to be determined when further specifications are gathered.

DTQ 12/08/2004

DRAFT

Statewide Voter Registration proposed system Architecture

The diagram illustrates the Voter Registration System Architecture. It shows the flow of data from various sources through a central network to a primary server host site, which is backed up by a secondary host site.

Database Backups: Database backups will occur nightly and transaction log backups will occur every 10 minutes. If servers at main site are down, backup servers will serve as failover.

Primary Server Host Site:

- OSOS BizTalk 2004 Server:** Executes Voter Registration store procedures. BizTalk pulls processed registration notifications.
- OSOS VRDB SQL SERVER:** Stores data in three databases: DOH Death Record, DOL Identification Record, and WSP Felony Record.
- OSOS VRDB Web Server:** Provides web access to the data.

Backup Server Host Site: A cloud-based backup of the primary server host site.

Internet Gateway Network (IGN): A central cloud-based network that facilitates communication between the Primary Server Host Site and the external systems.

External Systems:

- 1..39 County EMS Servers:** Send Voter Registrations to the IGN.
- 1..39 County Workstations:** Receive EMS notifications from the IGN and call the VRDB interface.

Data Flow:

- Send Voter Registrations (OR) EMS receives notifications (OR) Counties call VRDB interface
- Transmission of XML files will be encrypted on a restricted secure Socket Layer network.
- Only port 80 will be opened to pass XML files though firewall, also a handshake will be performed, only valid IP addresses are allowed access. Also BizTalk will only allow valid XML schemas with the appropriate credentials.

Periodical updates: Periodical updates will also be performed to ensure both system are synchronized.

For "transfers": For "transfers" the losing voter county must manually Cancel voter or can be automated by the EMS system when notification is sent to the losing counties to keep county and state system synchronized for accurate poll book printing.

DOH and WSP Validations: DOH and WSP Validations will be performed periodically; however Identification check with DOL records will done at point of entry along with duplicate checks within state VRDB.

VoterRegistration.xsd:

Voter registration schema to be refined as further requirements are received.

```
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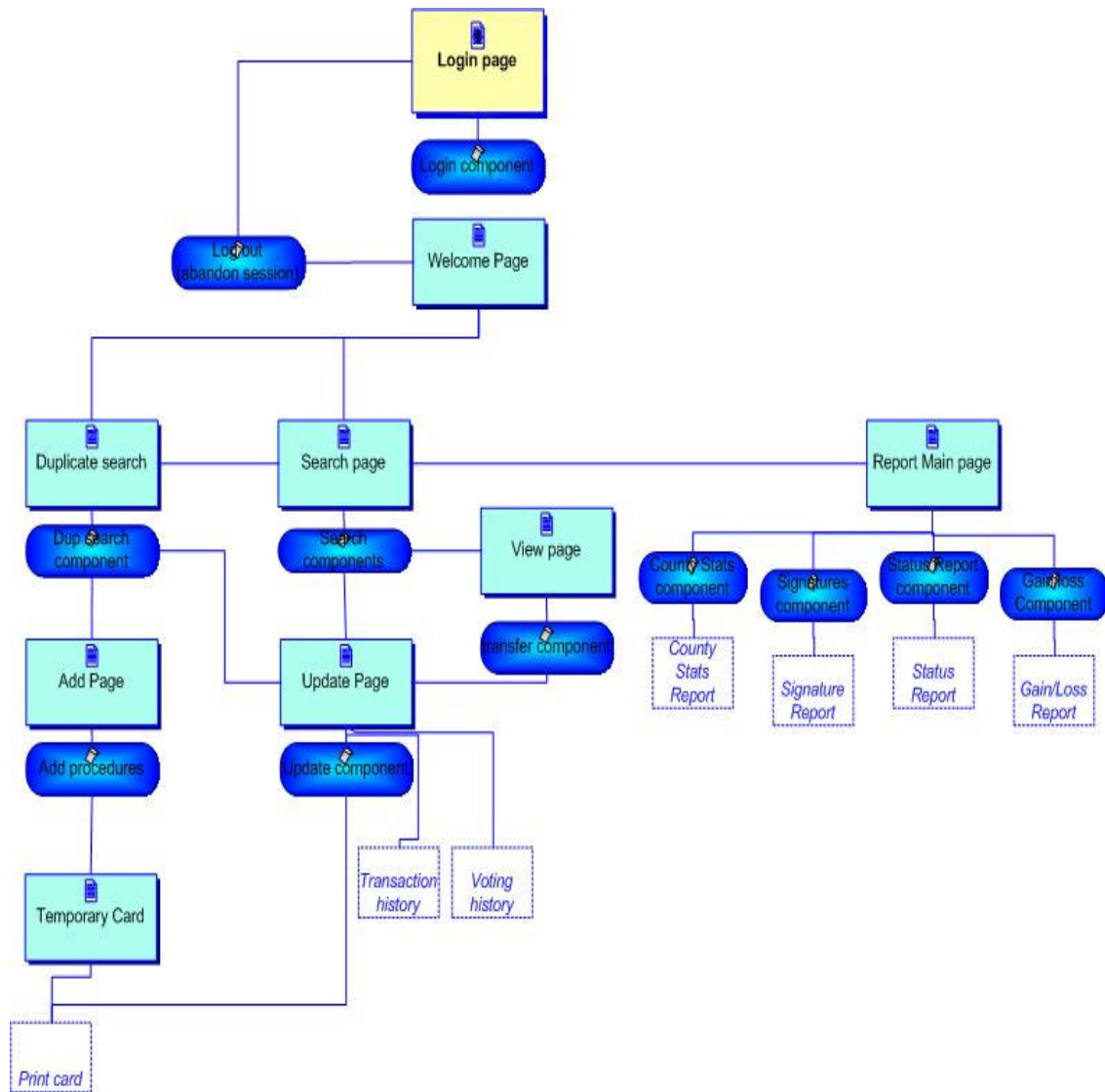
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  <xs:complexType>
    <xs:sequence>
      <xs:element name="LevyCode" type="xs:string" />
      <xs:element name="PrecinctID" type="xs:string" />
      <xs:element name="LegislativeDistrict" type="xs:string" />
      <xs:element name="CongressionalDistrict" type="xs:string" />
      <xs:element name="ActiveDate" type="xs:string" />
    </xs:sequence>
  </xs:complexType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>

```

Notification.xsd:

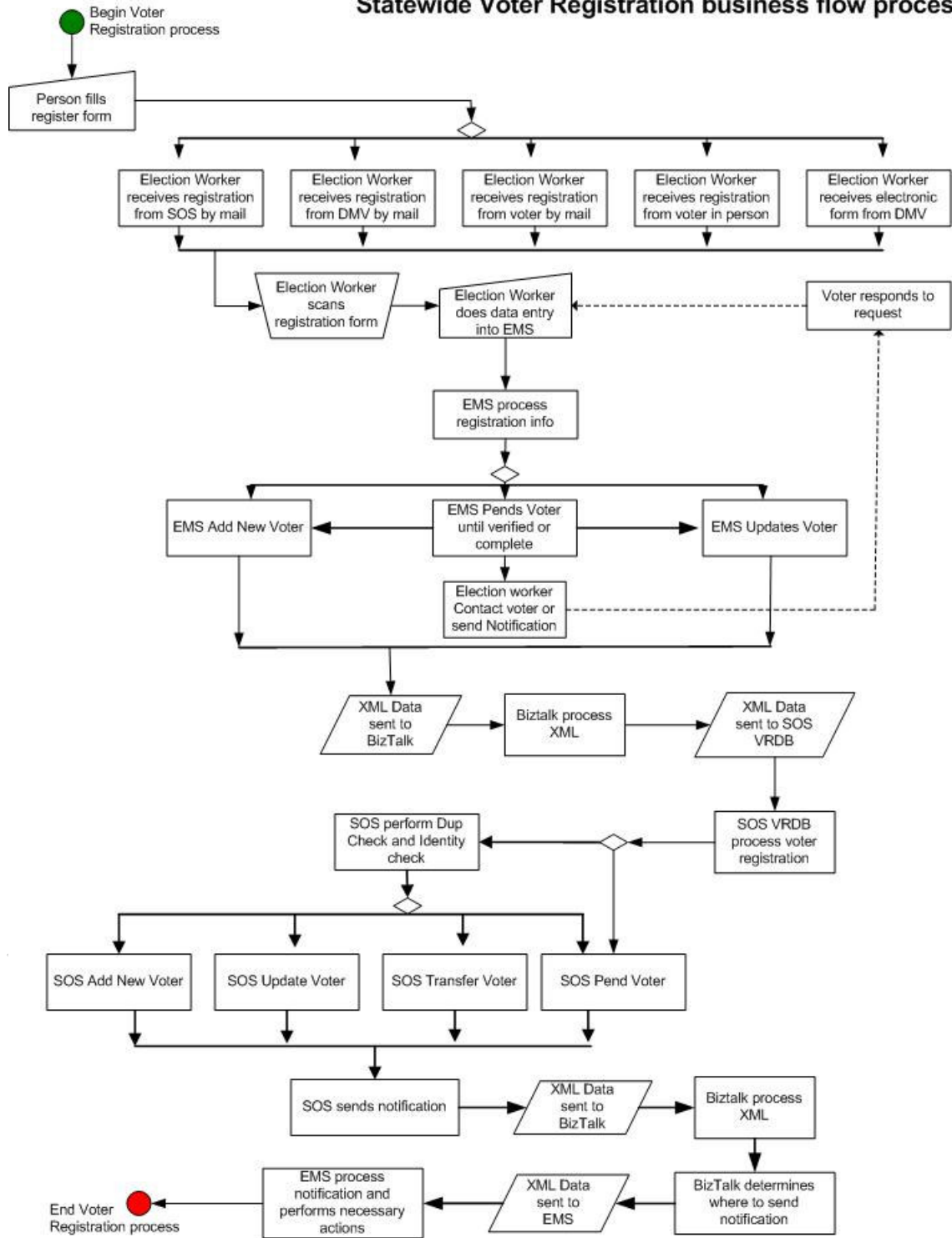
Notification schema to be refined as further requirements are received.

```
<?xml version="1.0" encoding="utf-16" ?>
<xs:schema xmlns="http://NotificationSchema.EMSNotification" xmlns:b="http://schemas.microsoft.com/BizTalk/2003"
targetNamespace="http://NotificationSchema.EMSNotification" xmlns:xs="http://www.w3.org/2001/XMLSchema">
  <xs:element name="EMSNotification">
    <xs:complexType>
      <xs:sequence>
        <xs:element name="NotificationID" type="xs:string" />
        <xs:element name="NotificationType" type="xs:string" />
        <xs:element name="NotificationStatus" type="xs:string" />
        <xs:element name="NotificationMsg" type="xs:string" />
        <xs:element name="NotificationDateTime" type="xs:string" />
        <xs:element name="CorrespondingTransmitID" type="xs:string" />
        <xs:element name="CorrespondingTransmitType" type="xs:string" />
        <xs:element name="CorrespondingEMSCountyID" type="xs:string" />
        <xs:element name="CorrespondingUserName" type="xs:string" />
      </xs:sequence>
    </xs:complexType>
  </xs:element>
  <xs:element name="VoterInfo">
    <xs:complexType>
      <xs:sequence>
        <xs:element name="StateVoterID" type="xs:string" />
        <xs:element name="CountyVoterID" type="xs:string" />
        <xs:element name="FirstName" type="xs:string" />
        <xs:element name="MiddleName" type="xs:string" />
        <xs:element name="LastName" type="xs:string" />
        <xs:element name="NameSuffix" type="xs:string" />
        <xs:element name="Gender" type="xs:string" />
        <xs:element name="Birthdate" type="xs:string" />
        <xs:element name="SSN4" type="xs:string" />
        <xs:element name="DOLNum" type="xs:string" />
        <xs:element name="VoterStatus" type="xs:string" />
        <xs:element name="DomStreetPreDirection" type="xs:string" />
        <xs:element name="DomStreetNumber" type="xs:string" />
        <xs:element name="DomStreetFraction" type="xs:string" />
        <xs:element name="DomStreetName" type="xs:string" />
        <xs:element name="DomStreetType" type="xs:string" />
        <xs:element name="DomUnitType" type="xs:string" />
        <xs:element name="DomStreetDirection" type="xs:string" />
        <xs:element name="DomUnitNumber" type="xs:string" />
        <xs:element name="DomCity" type="xs:string" />
        <xs:element name="DomState" type="xs:string" />
        <xs:element name="DomZipCode" type="xs:string" />
        <xs:element name="DomCounty" type="xs:string" />
      </xs:sequence>
    </xs:complexType>
  </xs:element>
</xs:schema>
```



Optional OSOS Voter Registration Web Interface

Statewide Voter Registration business flow process



Statewide Voter Registration Business Flow

Voter Registration Business Flow Description

- **Case person registered by:**
 - Walk-In**
 - Person fills out the voter registration forms and submits the form at the county elections office.
 - SOS Mail-In**
 - Person fills out the voter registration forms and sends form to OSOS, OSOS forwards registration form to the county elections office.
 - DMV Mail-In**
 - Person fills out the voter registration forms and sends to DMV, DMV forward form to the county elections office.
 - Voter Mail-In**
 - Person fills out the voter registration forms and sends form directly to the county elections office.
 - DMV Electronic**
 - Person registers through DMV, DMV sends electronic version to OSOS, OSOS send electronic form to the elections office.
- The election worker scans the registration form and enters information in the Election Management System.
- EMS will complete registration process by performing duplicate check within the system and completed the precinct information
- EMS will determine if the registration is new, an update, incomplete or invalid within the system.
- **If registration is new or an update then**
 - The EMS system will generate voter registration form in an XML format to be sent to SOS VRDB.
- **Else**
 - The EMS will pend the voter registration until validated or completed. If needed, contact or notification will be sent to voter to provide necessary information.
 - Once completed, the EMS system will generate voter registration form in an XML format to be sent to SOS VRDB.
- SOS VRDB will process voter registration. Duplicate and identity checks will be performed at point of entry.
- SOS VRDB will determine if the registration is a new, update, transfer or a invalid / pending voter.
- **If voter is not found in state database and can be validated then**
 - Add the voter to the VRDB system as a NEW voter.
 - Generate a unique state voter identification number.
- **Else if voter is found in state database and of the same county and can be validated then**
 - Update the voter information within the VRDB system and mark as an UPDATE.
- **Else if voter is found in state database and not of the same county and can be validated then**
 - Update the voter information with the VRDB system and marked as a TRANSFER.
- **Else**
 - Insert voter registration into system and mark as a PENDING status.
- SOS will send a XML notification(s) to the County.
County EMS will process notification